

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

VALLEY HEALTH SYSTEM LLC, d/b/a
DESERT SPRINGS HOSPITAL MEDICAL CENTER,
And VALLEY HOSPITAL MEDICAL CENTER, INC.,
d/b/a VALLEY HOSPITAL MEDICAL CENTER

and

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1107

Cases: 28-CA-184993
28-CA-185013
28-CA-189709
28-CA-189730
28-CA-192354
28-CA-193581
28-CA-194185
28-CA-194194
28-CA-194450
28-CA-194471
28-CA-194790
28-CA-195235
28-CA-197426
28-CA-201519

**RESPONDENTS' VALLEY HEALTH SYSTEM LLC,
d/b/a DESERT SPRINGS HOSPITAL MEDICAL CENTER and
VALLEY HOSPITAL MEDICAL CENTER, INC.,
d/b/a VALLEY HOSPITAL MEDICAL CENTER REPLY BRIEF**

Come now Respondents by and through their undersigned counsel and file this Reply Brief as follow:

The GC argues that the NLRB should apply the plain meaning of the language of the dues check off provision of the expired CBA to find that Respondents did not violate the Act by suspending the deduction of dues after the CBA expired. The GC made a similar argument in another pending case, *Valley Hospital Medical Center, Inc., d/b/a Valley Hospital Medical Center and Local Joint Executive Board of Las Vegas*, Case 28-CA-213783. In that case, the ALJ

determined the employer did not violate the Act by ceasing to deduct dues after expiration of a CBA.

While Respondents agree with the GC's position herein, Respondents reiterate that before that issue can be reached the NLRB must first determine whether the dues check off form used by Charging Party met the strict criteria stated in Section 302(c)(4). The Union's authorization fails to comply with Section 302(c)(4), and the analysis should end there.

The Payroll Deduction Authorization herein provides, in part, "This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the employer and the Union by registered mail during the period from October 1-15 on each year of the agreement and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as hereinabove provided, irrespective of whether I am a union member."

Section 302 of the Labor Management Relations Act (29 U.S.C. § 186), Section 302(c)(4) only permits an employer to deduct union dues from employees' wages and remit those moneys to their exclusive collective-bargaining representative, "Provided, [t]hat the employer has received from each employee, on whose account such deductions are made, a written assignment which shall not be irrevocable for a period of more than one year, or beyond the termination date of the applicable collective agreement, whichever occurs sooner." 29 U.S.C. § 186(c)(4).

The authorization is invalid because it does not contain the explicitly required language regarding employees' rights to revoke during a window upon expiration of the CBA. The three CBAs at issue expired in the Spring of 2016. If a dues deduction authorization is invalid, the analysis stops there. This point of law is not subject to any other interpretation.

Dated this the 10th day of January, 2019.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed electronically with the National Labor Relations Board at *www.nlr.gov*, and duly served electronically upon the following named individuals on this the 10th day of January, 2019.

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